



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-4

January 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INSTALLATION OF CATCH BASIN SCREENS IN THE CITY OF SANTA MONICA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT-CITY OF SANTA MONICA
COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the Los Angeles County Flood Control District (District) and the City of Santa Monica. The Agreement provides for the District to install screens on District-owned catch basins within the City, and for the City to be responsible for patrolling the screens during storms to make sure they are functioning properly and to relieve plugging when necessary. The installation cost is currently estimated to be \$507,000. The California Transportation Commission allocated grant funding for construction from the 2004 State Transportation Improvement Program in the amount of \$147,000 for the project. The District will finance the remaining cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works, on behalf of the District, proposes to install screens on District-owned catch basins within the City of Santa Monica. As part of the District's overall effort of complying with the National Pollutant Discharge Elimination System permit, the installation of these screens will reduce the amount of trash discharged into the Santa Monica Bay.

The screens will be installed on catch basins within the City of Santa Monica that historically collect large amounts of trash. The District will finance the installation costs, currently estimated to be \$507,000.

Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities related to the proposed catch basin screens. The District will maintain the catch basins and screens, and the City of Santa Monica will patrol the screens during storms to make sure they are functioning properly and to relieve plugging when necessary.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since it will reduce the amount of trash entering municipal storm drains and improve water quality in the streams and ocean.

FISCAL IMPACT/FINANCING

The total project cost is estimated to be \$507,000 and is included in the Fiscal Year 2006-07 Flood Control District Budget. The total project cost is offset by a grant of \$147,000 from the 2004 State Transportation Improvement Program.

The recommended action will have no fiscal impact on the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel and executed by the City of Santa Monica.

The Honorable Board of Supervisors
January 9, 2007
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ENVIRONMENTAL DOCUMENTATION

On October 31, 2006, Item 47, your Board found this project categorically exempt from the California Environmental Quality Act.

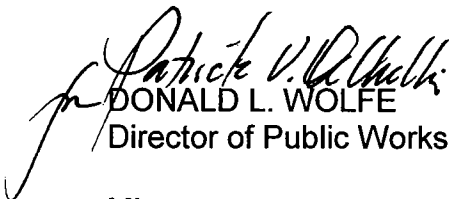
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon completion, this project will significantly reduce the amount of trash entering storm drains and improve the quality of the environment. Upon installation, the District will be responsible for future maintenance and operation of the catch basin screens. The City of Santa Monica will be responsible for patrolling the screens during storms to make sure they are functioning properly and to relieve plugging when necessary.

CONCLUSION

Enclosed are three originals of the Agreement. Upon approval by your Board, please return two fully executed originals of the Agreement along with one adopted copy of this letter to Public Works for further processing. The Agreement labeled COUNTY ORIGINAL is for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

ML:yr

C070513

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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA MONICA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

WITNESSETH

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles, (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56 3/4 of the COUNTY Charter, DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provisions herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, DISTRICT and CITY desire to have DISTRICT install at the openings of 161 catch basins (hereinafter referred to as CATCH BASINS), owned, operated, and maintained by DISTRICT within CITY streets, automatic, retractable screens (hereinafter referred to as SCREENS) to reduce the amount of trash entering DISTRICT-owned and maintained storm drains from CITY streets; and

WHEREAS, DISTRICT will administer the procurement and installation of SCREENS within CITY, (hereinafter referred to as PROJECT); and

WHEREAS, the State of California Transportation Commission allocated grant funding, on a reimbursement basis, from the Regional Improvement Program for the Los Angeles County Transportation Enhancement Activities, (hereinafter referred to as GRANT), to DISTRICT in the amount of One Hundred Forty-seven Thousand and 00/100 Dollars (\$147,000.00) for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST of PROJECT at no cost to CITY, currently estimated to be Four Hundred Seventeen Thousand and 00/100 Dollars (\$417,000.00), using GRANT and DISTRICT funds; and

WHEREAS, CITY will be responsible for patrolling SCREENS during storms, to make sure that they are functioning properly and to relieve plugging when necessary, (hereinafter referred to as STORM PATROL) upon completion of PROJECT, and

WHEREAS, DISTRICT will be responsible for maintenance of SCREENS after completion of PROJECT, and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is in the general interest of CITY and DISTRICT

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and DISTRICT and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. PROJECT, as referred to in this AGREEMENT, consists of the work at locations in CITY shown in Exhibit A
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental documentation and any necessary environmental permits; design survey; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; applying for and obtaining required permits; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be Four Hundred Seventeen Thousand and 00/100 Dollars (\$417,000.00).
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the plans and specifications approved by DISTRICT.

- e. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction and maintenance of PROJECT.

(2) CITY AGREES:

- a. To review the location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days, at no cost to DISTRICT.
- b. To issue all necessary permits from CITY for PROJECT on a no-fee basis.
- c. To grant right of access to DISTRICT for any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT, at no cost to DISTRICT.
- d. To be responsible for STORM PATROL in perpetuity upon completion of PROJECT, at no cost to DISTRICT, subject to annual budgetary authority and approval being granted by the City Council of City.
- e. To be responsible for the expense of relocation, alteration, removal or replacement of SCREENS once installed including RIGHT-OF-WAY ACQUISITION necessitated by CITY'S future improvements, street alignments, or reconstruction, at no cost to DISTRICT.
- f. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents or contractors of any tier, in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT, including defense costs, legal fees, claims, actions and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage.

(3) DISTRICT AGREES:

- a. To perform and finance PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT, at no cost to CITY.

- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be Four Hundred Seventeen Thousand and 00/100 Dollars (\$417,000.00) with GRANT and DISTRICT funds.
- c. To submit location map and specifications for CITY'S review.
- d. To own and be responsible for maintenance of SCREENS after completion of PROJECT.
- e. To be and to remain responsible for the operation and maintenance of DISTRICT-owned catch basins before, during, and after completion of PROJECT.
- f. To provide written notice to CITY of completion of PROJECT in the manner specified in Section 4(j).
- g. To indemnify, defend, and hold harmless the CITY, its agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of DISTRICT, its officers, employees, agents, or contractors of any tier, in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this AGREEMENT, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the COUNTY Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of DISTRICT.
- c. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to DISTRICT, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to the contractor but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other DISTRICT person in charge of construction shall prevail and be final.

- d. CITY shall not relocate, alter, remove or replace SCREENS as necessitated by CITY'S future improvements, street alignment, or reconstruction without the prior written consent of DISTRICT. In the event the CITY proposes to relocate, alter, remove or replace SCREENS, CITY shall provide advance written notice to DISTRICT in the manner specified in Section 4(j) and DISTRICT shall provide a prompt written response in the manner specified in Section 4(j). DISTRICT reserves the right to invoice CITY to recover costs of construction associated with any removed SCREENS in the event of a GRANT audit.
- e. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California, imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any negligent or wrongful act or omission of its officers, agents or employees occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- f. Neither party shall have any financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- g. This AGREEMENT may be modified in writing only with the signature of both parties in the manner originally executed.
- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- j. This AGREEMENT was prepared by both parties. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Craig Perkins
Director of Environmental and Public Works Department
City of Santa Monica
Attention Neal Shapiro
1685 Main Street
Santa Monica, CA 90401

WITH COPIES TO:

City of Santa Monica
City Attorney
1685 Main Street, Suite 300
Santa Monica, CA 90401

City of Santa Monica
Water Resources Manager
1212 Fifth Street, Suite 300
Santa Monica, CA 90401

DISTRICT:

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA MONICA on NOV. 20, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles


By _____
Deputy

APPROVED AS TO FORM:

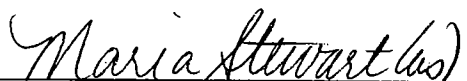
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

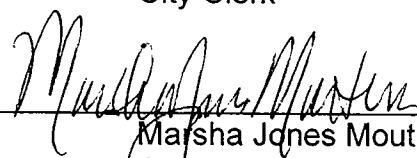
By 
Deputy

CITY OF SANTA MONICA

By 
For P. Lamont Ewell
City Manager

ATTEST:

By 
Maria Stewart
City Clerk

By 
Marsha Jones Moutrie
City Attorney